Monsanto

Monsanto South Africa (Pty) Ltd.
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SPECIAL UNDERTAKING BY PURCHASERS OF POLYCHLORINATED BIPHENYLS

Monsanto Company, Monsanto Chemicals Ltd., and Mitsubishi Monsanto Co. ("Monsanto") manufactures certain polychlorinated biphenyl products ("PCB's") which South African General Electric (Pty) Ltd ("Buyer") desires to purchase. While Buyer desires to purchase PCB's because of certain desirable flame resistant and insulator properties, Buyer acknowledges that it is aware and has been advised by Monsanto that PCB's tend to persist in the environment; that care is required in their handling, possession, use and disposition; that tolerance limits have been or are being established for PCB's in various food products.

Monsanto has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of PCB's, including the receipt of undertakings from its customers as set forth below, and Buyer is willing to agree to such undertakings with respect to sales and/or deliveries of PCB's by Monsanto to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by or on behalf of Monsanto to Buyer on or after the date hereof and in consideration of any such sale or delivery, Buyer shall defend, indemnify and hold harmless Monsanto Company, Monsanto Chemicals Ltd., Mitsubishi Monsanto Chemical Co., Monsanto International Sales Company, Monsanto South Africa (Pty.) Ltd., its present, past and future directors, officers, employes and agents, from and against any and all liabilities, claims,

/2 damages .....

Directors: P. H. Cray (U.S.A.) J. R. Berndt (U.S.A.) G. C. Powley, A. E. G. Trollip, G. F. Wingard (U.S.A.)

damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB's by, through or under Buyer, whether alone or in combination with other substances, including without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

All existing contracts for the sale of PCB's by Monsanto to Buyer are hereby amended to contain the provisions set forth above.

Nothing herein shall create or imply any duty or obligation of Monsanto to sell or deliver any PCB's to Buyer. No conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effected by the acknowledgement or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

South African General Electric (Pty) Ltd
(Buyer)

BY: [signature]

TITLE: Director

DATE: 16-3-72

MONSANTO SOUTH AFRICA (PTY.) LTD.

BY: Paul R. Gray

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